



Terms of Sale

Paver Orders

The general conditions together with these "Terms of Sale" and all handwritten and printed material contained in the Contract/Proposal, shall form the complete contract and there are no representations nor warranties nor conditions expressed or implied, affecting this contract other than as expressed herein.

Any order shall constitute a binding agreement of purchase and sale in accordance with the terms and conditions of TriCircle Pavers (TCP) Contract/Proposal. This Agreement will become a binding contract upon acceptance by TriCircle Pavers' credit department and signature by an officer of TriCircle Pavers.

TCP will invoice your order on the "Requested Date". Orders that are completed prior to your request date will be invoiced when it is picked up/delivered or on the request date. If the requested date cannot be met, the order will be invoiced when completed and ready to ship. Material left in TCP's yard longer than 90 days after invoicing will be considered abandoned unless arrangements have been made with your account representative in writing.

All invoices for product purchased shall be due in 30 days (Credit Accounts Only). Unpaid invoices will have a 1½ % finance charge per month. Any unpaid balance beyond 30 days, or over your credit limit, will place your account on hold until brought current. On hold means, new orders can be accepted and processed, however no orders can be shipped until account brought current. Credit accounts beyond 60 days are subject to being forwarded to collections.

TCP reserves the right to cancel this order or any part thereof without penalty if Buyer fails to comply with the terms and conditions of this transaction or fails to make any payments within the time specified. In the event of Buyer default, TCP may rescind any agreements between the parties and hold Buyer liable for all damages and losses occasioned thereby; or resell, at public or private sale, undelivered goods under this or other agreements between the parties as TCP elects.

On default by the Purchaser of any of the terms and conditions of this contract, TriCircle Pavers shall have the option of refusing to perform further under this and any other existing agreements between the two parties. TriCircle Pavers also reserves the right to cancel any agreements between the two parties and hold Purchaser liable for all damages and losses as a result of such cancellation.

TriCircle Pavers shall also be entitled to recover all attorneys' and paralegals' fees and costs incurred in connection with TriCircle Pavers' exercise of any of the remedies set forth in this terms of sale, including any litigation arising out of this contract up through and including all trial and appellate levels and post judgment proceedings.

Order Changes and Revisions

TriCircle Pavers will accept changes and/or revision provided that said order, whether in partial or full, has not been manufactured.

Pallet Charge and Pallet Returns

TCP uses pallets instead of strapping in order to make a first class product. Pallets are individually wrapped in plastic and have a top sheet to help protect your pavers against the elements. There is a \$15.00 pallet charge. Pallets returned in good condition to our yard at 2709 Jeffcott Street will be credited to your account on a credit invoice for \$13.00 per pallet.

Order Cancellations

Canceling orders after the start of the manufacturing process is subject to a 25%-100% restocking fee and a \$100 handling fee.

Return of Material

TCP has a “No Return Policy”.

Inspection of materials

The materials shall be inspected upon delivery to Buyer. Failure to inspect and notify TCP of rejection specifying the nature of the complaint within 3 days after receipt by Buyer shall constitute a waiver of Buyer’s rights of inspection and shall constitute an irrevocable and final acceptance of the materials.

Rejection of Material

Rejection of goods by Purchaser shall not be effective unless made in writing to TriCircle Pavers within three (3) days from delivery of such goods. Purchaser shall be deemed to have accepted all goods unless rejection in writing is made in accordance with the foregoing. Unsuitable or unsatisfactory materials must be available for inspection by TriCircle Pavers to entitle the Purchaser to an adjustment or credit. Use of any materials by or on behalf of the Purchaser shall be deemed to constitute acceptance.

Delivery/Shipping Dates

The scheduling of product delivery does not take place until the product is completed and ready to ship. TCP shall not be liable for delays resulting from causes beyond TCP control by fire, weather, labor difficulties, delays in TCP’s usual source of supply, or priorities allocations, ratings or other restrictions established under or imposed directly or indirectly by applicable law, regulations or orders issued by governmental or quasi-governmental authorities.

TCP will deliver if applicable to jobsite/address. Jobsite conditions are not always suitable for paver placement, therefore it is expected the purchaser provide suitable points of placement. TCP will not assume liability for damage to property beyond curbside.

TCP reserves the right to refuse placement of pavers in areas driver deems inaccessible or unsuitable.

Worthless Checks

Pursuant to Florida law, all dishonored checks will be subject to a service charge of \$25.00 if the face value does not exceed \$50.00; \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00; \$40.00 if the face value exceeds \$300.00 or an amount of up to 5% of the face amount of the check, whichever is greater. This must be paid by cash, money order or cashier’s check.

NTO’s

It is TCP’s policy to issue Notice to Owners (NTO) within 45 days of the 1st delivery of material.

Liens

TCP will file liens against Owner’s property when invoice is not paid within 90 days of the 1st delivery of material. All material will be the property of TriCircle Pavers until final payment has been received, and shall be subject to Florida Construction Lien Law.

Warranty

We stand behind our products and fully guarantee for lifetime against structural failure. Structural failure means pavers breaking in two under normal traffic and with proper base support. Fulfillment is limited to replacement of pavers only.

Efflorescence

Efflorescence may be present on the surface of concrete pavers. This is a natural occurrence in all concrete products. It is not grounds for rejection.

Shade and Texture Variation

Color may vary in shade and surface texture variations may be present. TriCircle Pavers does not guarantee color match between 30mm and 60mm pavers.

Other Products sold by TCP

Products sold by TCP are warranted by manufacturer’s warranty.

WARNING

Silica dust is hazardous for your health, when cutting pavers please use OSHA approved respirators.

Disputes

Any disputes shall be governed by the laws of the State of Florida

Applicant Signature/ Title

Date

Print Name/Title

Applicant Signature/Title

Date

Print Name/Title

TriCircle Pavers
2709 Jeffcott St. (Physical Address)
PO Box 51030 (Mailing Address)
Fort Myers, FL 33994
Tel. 239-332-2325 239-215-2380 Fax
billing@tricirclepavers.com

Credit Application

Business Name: _____ **Web Site:** _____

Phone: _____ **Fax:** _____

Address: _____ **For:** _____ years
Street City State ZIP Code

Billing Address: _____
Street City State ZIP Code

Previous Address: _____
Street City State ZIP Code

D/B/A: _____ **Federal Tax I.D. Number:** _____

Parent Company: _____ **# Locations:** _____

Address: _____
Street City State ZIP Code

Subsidiaries/Affiliates: _____

Type of Business: _____ **Date Established:** _____

Does State/County/City require a License? Yes No **If Yes, License #:** _____

Company Status: Sole Proprietorship Partnership Corporation LLC LLP

Principle: _____
Name Title SS# Home Address

Principle: _____
Name Title SS# Home Address

Trade References: (Name suppliers of major products and services)

NAME	PHONE #	FAX #

Bank References: Checking Loan Savings

Name	Address	Account #	Contact
Name	Address	Account #	Contact

Line of Credit Requested \$: _____

No. Employees: _____ Est. Annual Sales \$: _____ Sales Territory: _____

Has the firm or any of its Principals ever been bankrupt? Yes No

If yes, explain: _____

Person to Contact About Account: _____

Name	Title
()	
Phone	E-mail address

Personal Credit Release

By signing this application, I authorize TriCircle or its agency to investigate my personal credit and financial records. As part of such investigation, I authorize TriCircle Pavers to request and obtain consumer credit reports on me in connection with the opening, monitoring, renewal and extension of this and other accounts with TriCircle Pavers and the marketing of other products and services to me and my business by TriCircle Pavers. I further authorize TriCircle Pavers to share the information received from my consumer credit report with TriCircle Pavers, parent, subsidiaries and affiliates (and others if applicable). If I request, you will tell me whether my consumer credit report was requested and if so the name and address of the consumer credit agency that furnished the report. Any misrepresentation in this application will be considered evidence of a fraud, since this information is the basis of the granting of credit. As an inducement to grant credit, the undersigned warrants that the information submitted is true and correct. You are authorized to investigate the credit references listed.

Print Name	Title	Print Name	Title
Signature	Date	Signature	Date

Personal Guarantee

In consideration of credit being extended by TriCircle Pavers to the above named applicant for product or service whether applicant be an individual or individuals, a proprietorship, a partnership, a corporation or any other entity, the undersigned guarantor or guarantors each hereby contract and guarantee to TriCircle Pavers the faithful payment, when due, of all accounts of said applicant for the purchases made within five years after the date of this application. Individual guarantors herein agree to pay upon demand all costs and expenses of collection, including but not necessarily limited collection fees and/or attorney fees herein fixed at 30% of the amount sought for collection, together with interest on the outstanding principle balance at the rate of 18% per annum or 1.5% per month on any and all invoices in accordance with the terms therein. The undersigned guarantor or guarantors each hereby expressly waive all notice of acceptance of this guarantee, notice of extension of credit to applicant, presentment, and demand for payment on applicant, protest and notice undersigned guarantor or guarantors of dishonor or default by applicant or with respect to any security held by TriCircle Pavers extension of time of payment to applicant, acceptance of partial payment or partial compromise, all other notices to which the undersigned guarantor or guarantors might otherwise be entitled and demand for payment under this guarantee. Absent written permission by creditor, this personal guarantee may not be revoked.

Print Name	Print Name
Signature	Signature
Date	Date
	Initial _____

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